

BEFORE THE  
POSTAL REGULATORY COMMISSION  
WASHINGTON, D.C. 20268-0001

COMPETITIVE PRODUCT PRICES  
PRIORITY MAIL EXPRESS CONTRACT 11 (MC2011-14)  
NEGOTIATED SERVICE AGREEMENT

Docket No. CP2011-50

**NOTICE OF UNITED STATES POSTAL SERVICE OF  
CHANGE IN PRICES PURSUANT TO  
AMENDMENT TO PRIORITY MAIL EXPRESS CONTRACT 11**  
(December 19, 2013)

The Postal Service hereby provides notice that prices under Priority Mail Express Contract 11,<sup>1</sup> in the above-captioned proceeding, have changed as contemplated by the contract's terms. A redacted version of the amendment to Priority Mail Express Contract 11 is provided in Attachment A, and the unredacted amendment is being filed under seal. The amendment will become effective one business day after the day that the Commission completes its review of this filing.

The supporting financial documentation and a certified statement, as required by 39 C.F.R. § 3015.5, are also included in this filing. The Postal Service's original application for non-public treatment in this docket is hereby incorporated by reference for the protection of these materials.

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<sup>1</sup> When originally filed, this contract was named "Express Mail Contract 11." All references herein include the new product name, "Priority Mail Express Contract 11."

Respectfully submitted,

UNITED STATES POSTAL SERVICE

By its attorneys:

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December 19, 2013

**ATTACHMENT A**

**REDACTED AMENDMENT TO PRIORITY MAIL EXPRESS CONTRACT 11**

**AMENDMENT TWO OF  
SHIPPING SERVICES CONTRACT  
BETWEEN  
THE UNITED STATES POSTAL SERVICE  
AND  
[REDACTED]  
REGARDING PRIORITY MAIL EXPRESS SERVICE**

WHEREAS, the United States Postal Service ("the Postal Service") and [REDACTED] ("Customer") entered into a shipping services contract regarding Priority Mail Express service on December 16, 2010.

WHEREAS, the Parties subsequently amended the contract on or about May 14, 2013.

WHEREAS, the Parties desire to amend Section I.E. of the Contract.

NOW, THEREFORE, the Parties agree that the contract is hereby amended as detailed below. The existing contract remains unchanged in all other respects. This amendment shall become effective one business day following the day on which the Commission issues all necessary regulatory approval.

Section I.E. shall be deleted and replaced in its entirety as follows:

**I. Terms**

E. Annual Adjustment. For subsequent years of the contract, on the effective date of the Postal Service's annual change in prices of general applicability for competitive products: 1) the customized prices in Table A will be adjusted by the most recent cell by cell increase or decrease in prices of general applicability for Priority Mail Express Commercial Base; and 2) the customized prices in Table B will be adjusted by the most recent cell by cell increase or decrease in prices of general applicability for Priority Mail Express Commercial Plus. Customized prices for subsequent years will be calculated by the Postal Service and rounded up to the nearest whole cent.

IN WITNESS WHEREOF, the Parties hereto have caused this contract to be duly executed as of the later date below:

**UNITED STATES POSTAL SERVICE**

Signed by: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## **Certification of Prices for Amendment to Priority Mail Express Contract 11**

I, Steven R. Phelps, Manager, Regulatory Reporting and Cost Analysis, Finance Department, am familiar with the prices and terms for the amendment to Priority Mail Express Contract 11. The amended prices and terms contained in this Contract were established by the Decision of the Governors of the United States Postal Service on Establishment of Rate and Class Not of General Applicability for Express Mail Contract Group, dated October 26, 2009 (Governors' Decision No. 09-14).

I hereby certify, based on in the financial analysis provided herewith, that the amended prices are in compliance with 39 U.S.C § 3633 (a)(1), (2), and (3). They are expected to cover attributable costs. There should therefore be no subsidization of competitive products by market dominant products. The amended contract should not impair the ability of competitive products on the whole to cover an appropriate share of institutional costs.

  
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Steven R. Phelps